

Carter County Commission  
Regular Session  
January 20, 2015

2-23-15  
**APPROVED**

Chairman, Leon Humphrey called the meeting to order at 9:09 AM

Chairman Humphrey announced that voting would be done today by using the Roll Call Pro system. This is being used on a trial basis. Chairman Humphrey also instructed the Commissioners on how to use the basic keypad system.

County Clerk, Mary Gouge, proceeded with roll call as follows:

Name of Configuration File: C:\RollCall-Pro\Configurations\Carter County Commission.rcc  
Date and Time of New Session: 1/20/2015 9:09:51 AM

**Beginning Roll Call for New Session:**

Leon Humphrey is present  
Willie Campbell is present  
Buford Peters is present  
Jerry Proffitt is present  
Nancy Brown is present  
Mike Hill is present  
Al Meehan is present  
Beth Depew is present  
Ronnie Trivett is present  
Charles VonCannon is present  
Isaiah Grindstaff is present  
L.C. Tester is present  
Danny Ward is present  
Ross Garland is present  
Bobbie Dietz is present  
Timothy Holdren is present  
Randall Jenkins is present  
John Lewis is present  
Larry Miller is present  
Souja Culler is present  
Ray Lyons is present  
Scott Simerly is Absent  
Robert Carroll is present  
Robert Gobble is present  
Cody McQueen is present

Number of Voters PRESENT for Roll Call: 24  
Number of Voters ABSENT for Roll Call: 1

**Quorum Present**

**Prayer** was led by Willie Campbell and Ronnie Trivett followed with the *pledge to the American flag*.

**Recognition of Elected and Appointed Officials/Guest**

**Public Comments** – None

**Cheri Tinney, Executive Director: United Way of Elizabethton/Carter County**

Ms. Tinney made a "Call to Action" for all to become involved in supporting the United Way and to work toward reaching the goal which is set at \$160,000.

Discussion followed.

Commissioner Holdren noted that his employer's headquarters was located in another state. However, his donations were earmarked for Carter County.

Commissioner Ray Lyons commented that funds were received from other agencies as well.

Commissioner Mike Hill praised Ms. Tinney for her fund raising efforts.

**Acceptance of Minutes from Previous Minutes--- ITEM #1**

Motion was made by John Lewis, seconded by Isaiah Grindstaff, to accept the minutes of the Regular Session, November 17, 2014.

Vote revealed as follows for Item # 1:

**1. Vote Results for: Item No. 1**

**Time of Vote: 9:29:35 AM**

**Type of Vote: 50% Needed to Pass**

**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**

**Willie Campbell voted: Y**

**Buford Peters voted: Y**

**Jerry Proffitt voted: Y**

**Nancy Brown voted: Y**

**Mike Hill voted: Y**

**Al Meehan voted: Y**

**Beth Depew voted: Y**

**Ronnie Trivett voted: Y**

**Charles VonCannon voted: Y**

**Isaiah Grindstaff voted: Y**

**L.C. Tester voted: Y**

**Danny Ward voted: Y**

**Ross Garland voted: Y**

**Bobbie Dietz voted: Y**

**Timothy Holdren voted: Y**

**Randall Jenkins voted: Y**

**John Lewis voted: Y**

**Larry Miller voted: Y**

**Sonja Culler voted: Y**

**Ray Lyons voted: Y**

**Scott Simerly was Absent**

**Robert Carroll voted: Y**

**Robert Gobble voted: Y**

**Cody McQueen voted: Y**

**Passed (23 Y - 0 N - 1 A - 1 Absent)**

**Number of Abstain Votes (if counted): 1**

Commissioner Buford Peters addressed the Mayor concerning today's use of the Roll Call Pro. He noted that the Roll Call Pro system had not been voted in for use, and questioned if the vote just taken, not being a voice vote, was legal. He also asked if the regular procedure of calling the roll would still be necessary.

Attorney Joshua Hardin stated that even though the vote was taken in a different fashion, if the Commission wanted to be "doubly safe" both methods could be used.

Chairman Humphrey asked for a motion to use both methods of voting today, however no motion was made and court proceeded with using only the Roll Call Pro system.

**Notaries/Bonds---ITEM # 2**

Motion was made by Ronnie Trivett, seconded by Randall Jenkins, to accept the following Notaries/Bonds as presented. - **ITEM # 2**

**NOTARIES / BONDS APPROVED JANUARY 20, 2015**

**Bill Hampton  
Gary J. Smith  
Derek A. Cornett  
Mary Etta Elliott  
Ginny McGee**

Donna Wise  
Mechelle Livingston  
Cynthia D. Crowe  
Cynthia A. Vaughn  
Cleo Reed  
Kathy Hamby  
Tammy Berry  
Amanda Sells  
Ramona Potter  
Pam Norris  
Gina Lewis  
Teddy A. Greene  
Pamala T. Worth  
Janet R. Brumit  
Karma M. Morgan  
Emily Montgomery  
Christopher L. Hitechew  
Alissa Easley  
Norman Lee Davis  
Sheryl D. Hall  
Alissa Ann Easley  
Brenda L. Townsend  
Renee Mullina  
Tina Saults  
Wanda Kate Buckles  
Amanda H. Blair

Michael L. Shouse --- Chairman Carter Co. Emergency Communications Dist.  
Gary W. Smith - Vice-Chairman Carter Co. Emergency Communications Dist.

Vote revealed as follows for Item #2:

**2. Vote Results for: Item No. 2**

**Time of Vote: 9:33:26 AM**

**Type of Vote: 50% Needed to Pass**

**Note: Abstain Votes are NOT counted.**

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Jerry Proffitt voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Beth Depew voted: Y  
Ronnie Trivett voted: Y  
Charles VonCannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent)

Number of Abstain Votes (if counted): 1

**RESOLUTION**

**A. Dan Vance Memorial Bridge—ITEM # 3**

County Attorney Joshua Hardin read the resolution and presented the same for approval.

Discussion followed with Commissioner Nancy Brown commenting that Mr. Vance was a fine man and well respected by the community. This is "well deserved" Commissioner Brown also stated.

**RESOLUTION No. 617**

Motion was made by Nancy Brown, seconded by Danny Ward, to adopt as presented, "A  
**RESOLUTION HONORING THE LIFE OF DAN VANCE AND DESIGNATING  
BRIDGE LOCATED AT THE ENTRANCE OF THE HEATON CREEK COMMUNITY  
OF CARTER COUNTY ON HEATON CREEK ROAD AS THE "DAN VANCE  
MEMORIAL BRIDGE."** Recorded on page 584-585

Roll Call vote as follows for Item #3

3. Vote Results for: Item No. 3  
Time of Vote: 9:36:54 AM  
Type of Vote: 50% Needed to Pass  
Note: Abstain Votes are NOT counted.

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Jerry Proffitt voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Beth Depew voted: Y  
Ronnie Trivett voted: Y  
Charles VonCannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent)  
Number of Abstain Votes (if counted): 1

BEFORE THE COUNTY COMMISSION  
OF CARTER COUNTY, TENNESSEE  
REGULAR MEETING, TUESDAY, JANUARY 20, 2015

RESOLUTION NO. 617

"A RESOLUTION HONORING THE LIFE OF DAN VANCE AND DESIGNATING THE BRIDGE LOCATED AT THE ENTRANCE OF THE HEATON CREEK COMMUNITY OF CARTER COUNTY ON HEATON CREEK ROAD AS THE "DAN VANCE MEMORIAL BRIDGE"

WHEREAS, Dan Vance was a native of Carter County who lived his entire life in the Heaton Creek Community of Carter County; and

WHEREAS, it is difficult to think of Dan Vance without also thinking of Heaton Creek, as he was often referred to as the "Gatekeeper" or "Mayor" of Heaton Creek; and

WHEREAS, Mr. Vance was beloved in Heaton Creek and throughout Carter County for his generous spirit and kind hearted nature; and

WHEREAS, Mr. Vance was always quick to lend a helping hand to a neighbor and he would often selflessly give of his time, money or possessions to help those in need; and

WHEREAS, Mr. Vance had a special place in his heart for the senior citizens of his community and would often do for those who were unable to do things for themselves while expecting nothing in return; and

WHEREAS, Mr. Vance worked at Roan Mountain State Park for thirty three years where he served not only the residents of Carter County, but also helped to share the natural beauty of Carter County with people from all over the country; and

WHEREAS, the County Commission of Carter County, Tennessee has the authority to dedicate bridges within Carter County in honor of individuals who have made significant contributions to the rich culture and history of Carter County; and

WHEREAS, the County Commission of Carter County would like to formally recognize and honor the life of Dan Vance by adopting this Resolution in his honor officially designating the bridge located at the entrance of the Heaton Creek community of Carter County on Heaton Creek Road as the "Dan Vance Memorial Bridge".

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Carter County, Tennessee, meeting in regular session on this the 20<sup>th</sup> day of January, 2015, with a lawful quorum of said Commission being present and with a majority voting in the affirmative as follows:

1. That the County Commission of Carter County, Tennessee hereby adopts this Resolution honoring the life of Dan Vance and his selfless service to others in the Heaton Creek community and throughout Carter County.


2. That the County Commission of Carter County, Tennessee hereby officially designates the bridge located at the entrance of the Heaton Creek community of Carter County on Heaton Creek Road as the "Dan Vance Memorial Bridge", and directs that said bridge shall always bear the name of Mr. Vance regardless of the future necessity for replacement of said bridge.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its approval the welfare of the county demanding.

Adopted this 20<sup>th</sup> day of January, 2015.

CARTER COUNTY, TENNESSEE

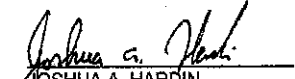
APPROVED:

By   
LEON HUMPHREY  
CARTER COUNTY MAYOR &  
CARTER COUNTY COMMISSION CHAIRMAN

ATTEST:

  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

**RESOLUTION**

**B. Upper East Tennessee Regional Juvenile Detention Center**

County Attorney Joshua Hardin read the resolution and presented the same for approval. **ITEM #4**

**RESOLUTION No. 618**

Motion was made by Robert Gobble, seconded by Al Meehan, to adopt as presented, "A  
**RESOLUTION AUTHORIZING THE CARTER COUNTY MAYOR TO ACT ON  
BEHALF OF THE COUNTY IN MATTERS PERTAINING TO THE COUNTY'S  
PARTICIPATION IN THE OPERATIONS OF THE UPPER EAST TENNESSEE  
REGIONAL JUVENILE DETENTION CENTER.**" Recorded on page **587- 600**

Discussion followed.

Commissioner Ronnie Trivett questioned the financial cost per juvenile being housed. Mayor Humphrey stated that those figures were not available at this time and that cost varies with each individual.

Commissioner Meehan asked if this was an item that needed to be renewed annually? Mayor Humphrey answered that this runs for three years. Mayor Humphrey also stated that the reasoning was that all county Mayors' were working together pertaining to this facility.

Commissioner John Lewis and Ray Lyons questioned the facilities capacity. It was noted that ten (10) was the maximum at any given time and operates under the guidelines of the State.

Votes revealed as follows for Item #4:

**4. Vote Results for: Item No. 4**  
**Time of Vote: 9:45:05 AM**  
**Type of Vote: 50% Needed to Pass**  
**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**  
**Willie Campbell voted: Y**  
**Buford Peters voted: Y**  
**Jerry Proffitt voted: Y**  
**Nancy Brown voted: Y**  
**Mike Hill voted: Y**  
**Al Meehan voted: Y**  
**Beth Depew voted: Y**  
**Ronnie Trivett voted: Y**  
**Charles VonCannon voted: Y**  
**Isaiah Grindstaff voted: Y**  
**L.C. Tester voted: Y**  
**Danny Ward voted: Y**  
**Ross Garland voted: Y**  
**Bobbie Dietz voted: Y**  
**Timothy Holdren voted: Y**  
**Randall Jenkins voted: Y**  
**John Lewis voted: Y**  
**Larry Miller voted: Y**  
**Sonja Culler voted: Y**  
**Ray Lyons voted: Y**  
**Scott Simerly was Absent**  
**Robert Carroll voted: Y**  
**Robert Gobble voted: Y**  
**Cody McQueen voted: Y**

**Passed (23 Y - 0 N - 1 A - 1 Absent)**  
**Number of Abstain Votes (if counted): 1**

BEFORE THE COUNTY COMMISSION  
OF CARTER COUNTY, TENNESSEE  
REGULAR MEETING, TUESDAY, JANUARY 20, 2015

RESOLUTION NO. 618

"A RESOLUTION AUTHORIZING THE CARTER COUNTY MAYOR TO ACT ON BEHALF OF THE COUNTY IN MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE OPERATIONS OF THE UPPER EAST TENNESSEE REGIONAL JUVENILE DETENTION CENTER."

WHEREAS, in the mid 1980's the counties in the upper east Tennessee region came together in a joint effort to establish a juvenile detention facility in Johnson City, Tennessee known as the Upper East Tennessee Regional Juvenile Detention Center ("the Facility"); and

WHEREAS, Carter County is one of the participating counties that has contributed financially to the operation of the Facility for over thirty years; and

WHEREAS, the Upper East Tennessee Regional Juvenile Detention Center Board of Directors ("the Board") is the governing body charged with the responsibility of operating the Facility; and

WHEREAS, the Mayors of each participating county serve on the Board as representatives of their respective counties on the Board;

WHEREAS, from time to time the Board must approve agreements regarding the continued funding and operation of the Facility; and

WHEREAS, Keystone Continuum, LLC. is the juvenile corrections facilities management company that the Board has chosen to undertake the continued management of the Facility; and

WHEREAS, the Management Agreement attached hereto reflects the negotiated agreement between the Board and Keystone Continuum, LLC. to maintain and operate the facility for the next three (3) years; and

WHEREAS, authorization is required from the Carter County Commission to allow the Mayor to execute said Agreement on behalf of Carter County; and

WHEREAS, the County Commission of Carter County, Tennessee feels that it is in the best interest of the citizens of Carter County to authorize the Mayor to execute said Agreement on behalf of Carter County and to otherwise act on the county's behalf in matters pertaining to the county's participation in the operations of the Facility so as to ensure Carter County can continue to utilize the Facility in the future.

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Carter County, Tennessee, meeting in regular session on this the 20<sup>th</sup> day of January, 2015, with a lawful quorum of said Commission being present and with a majority voting in the affirmative that the Commission hereby adopts this Resolution authorizing the Mayor of Carter County to act on the county's behalf in matters pertaining to the county's participation in the operations of the Facility.

BE IT FURTHER RESOLVED, that the County Commission of Carter County, Tennessee approves of the Management Agreement between the Board and Keystone Continuum, LLC., and the Mayor of Carter County is hereby authorized and directed to execute said Management Agreement on behalf of Carter County, Tennessee.


BE IT FURTHER RESOLVED, this Resolution in its entirety shall be effective from and after its adoption, the welfare of the county demanding.

Adopted this 20th day of January, 2015.




CARTER COUNTY, TENNESSEE


APPROVED:

  
BY: LEON HUMPHREY  
CARTER COUNTY MAYOR &  
CARTER COUNTY COMMISSION CHAIRMAN

ATTEST:

  
MARY GOUGE  
CARTER COUNTY CLERK

APPROVED AS TO FORM:

  
JOSHUA A. HARDIN  
CARTER COUNTY ATTORNEY

**MANAGEMENT AGREEMENT**

**UPPER EAST TENNESSEE REGIONAL**

**JUVENILE DETENTION CENTER**

This Contract Extension (the "Agreement") is entered into the 31<sup>th</sup> day of December, 2014, by and between the Upper East Tennessee Regional Juvenile Detention Center Board of Directors (the "Contracting Authority") and Keystone Continuum L.L.C., (the "Company").

**WITNESSETH:**

**WHEREAS**, the Upper East Tennessee Regional Juvenile Detention Center Board of Directors is the governing body charged by the counties of Carter, Greene, Hawkins, Johnson, Sullivan, Unicoi, and Washington (the "Member Counties") with the responsibility for operation of the Upper East Tennessee Regional Juvenile Detention Center located in Johnson City, Tennessee (the "Facility"); and

**WHEREAS**, the Upper East Tennessee Regional Juvenile Detention Center Board of Directors desires to have the Facility managed by a professional juvenile corrections facilities management company; and

**WHEREAS**, the Upper East Tennessee Regional Juvenile Detention Center Board of Directors desires that Keystone Continuum LLC undertake the continued management of the facility.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The Company will continue management of the Facility, under the terms of this Agreement for a term of three (3) years beginning January 1, 2015 and ending December 31, 2017. Upon agreement of the Contracting Authority and the Company, this Agreement, subject to mutually agreeable changes, may be extended for additional terms.

Section 2. License to Occupy. The Contracting Authority hereby grants the Company a license to occupy the Facility for the term of this Agreement and any extensions thereof.

Section 3. Standard for Facility Operation. While the Facility is under the management and control of the Company, the Company's operation of the facility will, subject to limitations beyond the control of the Company, conform to applicable federal, state (including applicable State of Tennessee minimum standards for local correctional facilities) and local laws and the applicable standards of the American Correctional Association (the "ACA") as they are applied to facilities of this type. (A copy of the appropriate standards is available for inspection from the Company.) The Company will do all within its power to uphold the constitutional rights of individuals confined to the facility.

The Company will comply with applicable building and fire safety codes and regulations and all sanitary and health codes in effect on the day this Agreement is signed, including state regulations governing the operation of like facilities. Upon notice to the Company that the Facility does not comply with applicable codes and regulations, the Contracting Authority will, upon being given notice by the Company, take steps to remedy the deficiencies from compliance. Modifications, additions, or renovations will be made only with approval of the Contracting Authority and the cost of such shall be the responsibility of its Member Counties. To assure compliance, a permanent Company employee (CEO) will be designated to frequently and regularly inspect the Facility for compliance with applicable codes and regulations. Records of such inspections and action taken to comply with inspection findings will be available from the Company upon request by an appropriate official of the Contracting Authority.

Section 4. Facility Capacity. The parties agree that the rated maximum capacity for Facility is ten (10) detainees, with two (2) additional emergency beds providing an emergency capacity of twelve (12), as of the day this Agreement is signed.

**Section 5. Routine Maintenance and Repairs.** The Company agrees to provide routine scheduled maintenance for the Facility in order to maintain the integrity of the Facility and to maintain an environment in which the proposed detention program can be effectively administered. The Company agrees to pay for up to a maximum of twenty thousand dollars (\$20,000.00) over the 3 year term of this Agreement. Any repair in excess of this ceiling shall be paid for by the Member Counties. The Contracting Authority shall be responsible for the costs of modifications to the building. Specifically yet without limitation, such modifications shall consist of: mechanical systems, life safety and security systems, structural integrity, and equipment replacement. Upon notification, the Contracting Authority shall take prompt action to repair or otherwise assure that the Facility is usable for its intended purpose. The Company agrees to return the Facility at the end of this Agreement in as good repair and condition as at the commencement of its occupancy, reasonable wear and tear and damage or destruction by fire or other casualty excepted. The Contracting Authority will make annual inspection of the Facility and give written notice of conditions considered to be deficiencies and/or damage in excess of reasonable wear and tear.

**Routine Repairs** -- in this contract, (routine repairs) will be defined as: any replacement / repair cost that does not exceed \$1,000 per replacement / repair; to a maximum of \$20,000 total during the total term of contract.

**Section 6. Major Repairs.** The Company will pay up to and not exceed thirty thousand dollars (\$30,000.00) during the term of this 3 year contract. This allocation will be used for renovation, repair of building, and major equipment replacement.

**Major Repairs** -- in this contract, (major repairs) will be defined as: any improvement as the result of requests from any licensing authority for changes, repair, replacement, consultant in specific field of expertise (physical review / recommendations) and recognized professional with local or state license. The cost will not exceed \$5,000 per major repair, nor exceed \$30,000 during total term of contract.

Section 7. Insurance. The Company will provide an indemnification coverage package for operation of the Facility. Washington County shall continue to include the Facility in its overall comprehensive insurance policy for all government buildings insured and shall bill the Company for the cost of such insurance as it is apportioned to the Facility. The Company shall be responsible for payment of any deductible amount from the agreed value of the policy.

Section 8. Utilities. The Company shall pay for all utilities supplied to the Facility.

Section 9. Encumbrance of the Property. The Company agrees that financing of any improvements to the Facility will not involve the placing of liens or other encumbrances upon the title of the Facility by the Company.

Section 10. Payment of Taxes. The Company agrees to pay and discharge all taxes or assessments assessed against the Facility by local, state, and Federal governing agencies. In the event that the Company defaults under the obligations of this provision, the Contracting Authority has the right to satisfy any assessments made against the Facility and to deduct such amounts from payment due the company under the terms of this Agreement.

Section 11. Modifications at the Request of the Company. To the extent deemed advisable, the Company may from time to time request in writing to the Contracting Authority that the Company be allowed to undertake improvements to the building and surrounding grounds. To the extent that such modifications are deemed advisable and in the best interest of the Facility and the programs conducted there, the Contracting Authority shall not unreasonably delay or withhold permission for such modifications. All desired modifications must receive written approval from the Contracting Authority and/or CEO prior to the initiation of such improvements. Routine repairs and maintenance shall not be considered modifications such as to require written authorization. (See Section 5 for definition of routine repairs)

**Section 12. Employment Policy.** The recruitment, selections and management of all personnel shall conform to the rules and regulations of the Equal Employment Opportunity commission. The Company will adopt a non-discriminatory policy with respect to handicap, race, color, religion, sex, or national origin. No person will be denied an opportunity for employment with and/or participation in the programs instituted by the Company in connection with operation of the Facility on the basis of any of these aforementioned criteria. The Company shall provide access to records required by law of such non-discriminatory action upon written request by the Contracting Authority. A notice evidencing the Company's adoption and commitment to this policy shall be posted in a conspicuous location.

**Section 13. Personnel.** A representative of the contracting Authority will be given the opportunity to review the applications of all employees and perspective employees. A criminal record background investigation, in addition to routine reference checks, will be performed on all individuals prior to employment. A criminal record investigation will be carried out by the Company, via a nationally recognized "Security Service" organization, in addition to a routine reference check performed independently by the Company. Results of both investigations shall be available to the Contracting Authority upon written request to the Company. Employee benefits including medical, life, workman's compensation insurance, and other benefits will be the responsibility of the Company.

**Section 14. Administration.** The Company will appoint a Chief Executive Officer to manage on-site, the day-to-day operation of the Facility. The position shall be staffed by a professional, experienced and trained individual in the field of juvenile corrections.

**Section 15. Training.** Training and staffing requirements of the Facility will be based on the criteria established by the State of Tennessee Licensing Authorities. (Department of Children Services, Fire Marshall, Department of Health and Northeast Tennessee Commission on Children and Youth) In addition, to all previous staffing agreements with the Contracting Authorities. To the extent deemed necessary, the Company will train employees to assure their ability to comply with applicable policies and procedures as specified by the Company.

**Section 16. Employee Liability Insurance.** All employees will be covered by liability policies. The Company shall provide evidence of insurance to the Contracting Authority upon request by the Contracting Authority. The cost of such liability insurance coverage shall be the sole responsibility of the company.

Section 17. Reimbursement. (Monthly/ January 1, 2015 to December 31, 2017) The Contracting Authority shall reimburse the Company at the rate of One Hundred Ninety- Nine Dollars and 01/100 (\$199.01) per man-day of occupancy at the Facility.

Beginning, January 1, 2015, any annual adjustment increase will be based on the percentage of the Consumer Price Index, but in no event will the increase exceed 5 percent per year.

In calculating the number of man-days for purposes of reimbursement, the first whole or partial day of commitment to the Facility will constitute a full man-day and the last partial day will not be counted. In the event a detainee is committed and released from the Facility in the same day, the company shall be entitled to reimbursement for one (1) man-day. Thus, the terminology, "charge for day in but not day out".

Section 18. Minimum Number of Detainees. The Contracting Authority will reimburse the Company a minimum of ten (10) man-days of occupancy per day x days of the month.

Section 19. Fixed Costs. The Contracting Authority shall pay the Company One Hundred Three Thousand, Nine Hundred Forty - Two Dollars and 94/100 (\$103,942.94) a year as a contribution to the Fixed Costs of operating the Facility. The Fixed Cost payment is to be made monthly at the rate of one-twelfth (1/12) of the total contribution, plus an adjustment increase not to exceed the percentage increase in the Consumer Price Index, but in no event shall increase exceed 5% annually, effective January 01, 2015.

Section 20. Annual Adjustments and Billing. The Company shall be entitled to annual percentage adjustments in the man-day rate and the Fixed Cost, each annual adjustment to be effective January 1, 2015. Each adjustment percentage increase shall equal the percentage increase in the Consumer Price Index, but in no event shall such increase exceed five percent (5%) per year. The Company will submit invoices to each Member County within ten (10) days of the beginning of each month for the services performed the preceding month. The invoices will specify in addition to the fixed costs, the number of man-days and their dollar equivalent; these items being the basis for reimbursement to the Company by the Contracting Authority.

The Member County that commits a juvenile to the Facility (the "committing county") shall be responsible for all reimbursable charges as set forth hereinabove in section 17 arising from that juvenile's detention; provided, however, that once a juvenile has been adjudicated delinquent and transferred to the jurisdiction of the Juvenile Court of his or her county of residence for disposition, the county of residence shall be responsible for such charges arising after the entry of an order of transfer, beginning on the day after entry of such an order. If a detainee does not reside in a Member County, the committing county will be responsible for all charges. Residency will be determined by the most recent permanent address of the detainee's custodial parent or parents or local guardian.

Disputes as to a detainee's county of residence are not the fault of the Company and are not proper grounds for disputing invoiced charges. Payment for the services invoiced is due and payable upon receipt of the invoice. In the event that a Member County disputes any items on the invoice, detailed written notice of such disputes shall be sent to the Company as soon as possible, but in no event later than seven (7) days from receipt. Portions of the invoiced charges not in dispute should be paid pending resolution of any disputed items. Disputes that cannot be resolved within ninety (90) days of notice of dispute are to be submitted to arbitration. A panel consisting of one (1) member selected by the Member County, one (1) selected by the Company, and a third selected by these two (2) panel members shall make a final and binding resolution of the dispute.

Disputes as to propriety of admissions are not the fault of the Company and are not proper grounds for disputing invoiced charges.

**Section 21. Limitations on Fixed Costs and Man-Day Rate Obligations of Contracting Authority.** Without express written agreement, the Contracting Authority shall not be liable for any expenses incurred by the Company in excess of the agreed fixed cost and man-day rate for detainees. It is agreed that the total annual fixed cost and man-day rate for the terms of this agreement will not exceed Eight Hundred Thirty Thousand, Three Hundred Twenty-Nine Dollars (\$830,329) plus any annual adjustments under section 20. Note: Section 22 is separate and not included or subject to the terms in section 21.



**Section 22. Restoration/Expansion/Safety Projects.** It is agreed by the Contracting Authority and the Company that the Upper East Tennessee Regional Juvenile Detention Center is in need of repairs beyond Section 5 (Routine Maintenance & Repairs), and Section 6 (Major Repairs). Therefore, in consideration of additional physical plant needs, one additional man-day of occupancy, beyond the ten (10) set forth in section 18, will be assessed according to the terms set forth in Section 17, (including the annual adjustment increase) The following conditions apply to Section 22:

- 1) Monthly statement/ balance sheet will be sent via email to CEO
- 2) In the event of contract termination by either party (refer to section 26), money held in reserve will be dispersed among member counties based on population (in like manner of monthly statements
- 3) Contracting Authority will be notified by the Company (Facility CEO) when plant repairs, replacement, and / or additions are necessary /mandated but not covered by the company in contract. The CEO of facility has authorization from the Contracting Authority to make repairs, replacements, additions and/or improvements to an aging building for safety, security and general upkeep.
- 4) Company will develop/implement accounting procedures to separate Section 5, 6, & 22 in a clear and concise form.
- 5) Capital Improvement Funds that accumulate in this account will be placed in an interest bearing account of a financial institution of the Company's choice (insured by the FDIC). Interest will be added to the principal "capital improvement funds".
- 6) *The additional bed is not considered a part of the management companies operational, fixed costs or profit. These separate funds will be considered "capital improvement projects for an aging building/equipment".*

**Section 23. Food Service.** The Company will provide all individuals confined to the Facility with three (3) meals per day. Meals will be approved by a registered dietician and will be prepared under sanitary conditions. On occasion, for incentive, meals will be provided by locally recognized food sources.

**Section 24. Medical Care.** The Company will adopt and regularly review health-related policies and procedures. The Company will provide transportation for detainees to medical appointments outside of the Facility up to a distance of twenty five (25) miles from the Facility. The Contracting Authority will be responsible for detainees hospitalized or institutionalized outside the Facility, including security. Company agrees that all sources, public and private, of payment for prescription drugs and medical care incurred outside of the facility will be pursued by Company, including, but not limited to, detainee's personal insurance and assets, detainee's family's insurance and assets, and other government sources. The Contracting Authority will indemnify and hold company harmless for necessary and reasonable expense of prescription drugs and for medical care outside of the Facility, whether on an out-patient or hospitalized basis; however, Company understands and agrees that Contracting Authority shall be responsible for such expenses only as a last resort. If no other source is available or responsible and Company agrees not to obligate Contracting Authority in anyway otherwise. (Medical care for the purposes of this Agreement means all types of health related services including but not limited to, dental, psychological, psychiatric, optical, and chiropractic, as well as the services traditionally rendered by medical doctors.)

**Section 25. Records.** The Company will have written policies and procedures to govern a resident record system. Information contained in resident records shall be consistent with that required by applicable ACA standards and the requirements of the Contracting Authority. All resident information shall be considered confidential and subject to release or disclosure only to the agency having jurisdiction over the particular detainee or its authorized representative. Release of resident records to physicians or other health care providers for use in treatment is hereby expressly authorized.

The Company shall maintain Facility records of all significant activities related to operation of the Facility. These Facility records shall be available for review by the Contracting Authority.

**Section 26. Termination of the Contract.** The Contract may be terminated by either party upon giving written notice to the address provided herein within sixty (60) days of the proposed termination date. This termination provision is effective and binding regardless of the provisions of Section 1 of this agreement or any other provision herein that provides for the term of the agreement. The Contract shall expire without further notice by either party at the end of its term on

December 31, 2017, unless extended by mutual agreement of the parties for additional terms.

In the event of contract termination, all materials/ property developed, purchased and/or acquired, with the exception of the Company vehicle, will be considered the property of Contracting Authority. An orderly / cooperative transition will be the goals of both parties.

Section 27. Failure of Performance. If either party fails to carry out its duties under the provisions of this Agreement, the party requesting compliance shall notify the non-complying party in writing. The party not at fault has the right to terminate its obligations under this Agreement if after thirty (30) days from the initial written notice, the noticed party refuses to comply with the written request that such provisions be upheld and/ or adhered to.

Section 28. Indemnification. The Company will indemnify and hold harmless the Contracting Authority, its members, and the Member Counties for liability imputed to them and / or loss incurred by them as a consequence of acts by the Company, its agents and / or employees, during its operation of the Facility if such liability and / or loss results from any acts of the Company, its agents or employees, which are willful or negligent. The Company will maintain an indemnity policy with a minimum of Five Million Dollars (\$5,000,000.00) coverage. The Chairman of the Board of the Contracting Authority will be notified of any increases in coverage. The Company will undertake and pay for the defense of suits against it and shall include in such defense the Contracting Authority, its members, and the Member Counties when those parties are charged with liability as a result of acts attributed to the Company. The Company's obligation to defend does not include an obligation to pay for separate counsel for the Contracting Authority, its members or the Member Counties when counsel for Company is able to provide representation. To the extent the Contracting Authority, its members or the Member Counties desire separate counsel when counsel for Company is otherwise able to provide representation, the decision to hire additional counsel and the responsibility for their compensations are the exclusive responsibility of these other parties.

This obligation to indemnify commences the day the Company begins actual management of the Facility and applies only to acts occurring after that date. It is the intention of the Company and the Contracting Authority that the Company's duty to indemnify the Contracting Authority shall be coextensive with the insurance coverage, provided, however, that the Company's liability under its duty to indemnify shall not be limited to its policy limits or terminated by the insolvency or dissolution of its insurer.

Section 29. Prohibition of Assignment. The Company acknowledges that the nature of the services to be rendered under this Agreement are unique and based on the Company's expertise and that in consequence of such, the Company is prohibited from assigning duties or obligations due under the terms of the Agreement. It is also agreed that Contracting Authority is prohibited from sub-contracting with other agencies without the consent/approval from Company.

Section 30. Notice Section. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Contracting Authority:

Daniel J. Eldridge, Washington County Mayor  
Chairman of the Board  
Upper East Tennessee Regional Juvenile Detention Center  
c/o First Tennessee Development District  
207 North Boone Street, Suite 800  
Johnson City, Tennessee 37601

To the Company:

Gary Gilberti, Division Vice President  
UHS of Delaware, Inc.  
110 Westwood Place  
Brentwood, Tennessee 37027

Section 31. Resolution of Disputes. The Company and the Contracting Authority agree that any disputes arising under this Agreement shall be governed by then applicable Tennessee law.

Section 32. Complete Agreement; Amendments and Waivers. This Agreement and all exhibits hereto set forth the entire understanding of the parties with respect to the transactions contemplated hereby. This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party.

Section 33. Captions. The Captions or headings in this Agreement are for reference only and neither form a part hereof nor are they to be relied upon to interpret any provision of this Agreement.

The parties hereto have agreed to the foregoing as of the date first above written.

**Keystone Continuum L.L.C.**

By: \_\_\_\_\_  
Ralph Sparks, CEO

**Upper East Tennessee Regional Juvenile  
Detention Center Board of Directors**

By: \_\_\_\_\_  
Leon Humphrey, Carter County Mayor

By: \_\_\_\_\_  
David Crum, Greene County Mayor

By: \_\_\_\_\_  
Melville Bailey, Hawkins County Mayor

By: \_\_\_\_\_  
Larry Potter, Johnson County Mayor

By: \_\_\_\_\_  
Richard Venable, Sullivan County Mayor

By: \_\_\_\_\_  
Greg Lynch, Unicoi County Mayor

By: \_\_\_\_\_  
Daniel J. Eldridge, Washington County Mayor

## **Committee Reports/Recommendations**

### **Budget Committee**

Sonja Culler, Budget Committee Chair, presented the following recommendations for approval.

**Motion** was made by Sonja Culler, seconded by Cody McQueen, to accept the November 2014 and December 2014 donations to the Animal Shelter totaling \$3,944 and to the Sheriff's Department totaling \$1,510. **ITEM # 5** Recorded on page 602

Votes revealed as follows for Item # 5:

#### **5. Vote Results for: Item No. 5**

**Time of Vote:** 9:46:49 AM

**Type of Vote:** 50% Needed to Pass

**Note:** Abstain Votes are NOT counted.

**Leon Humphrey does not vote**

**Willie Campbell voted: Y**

**Buford Peters voted: Y**

**Jerry Proffitt voted: Y**

**Nancy Brown voted: Y**

**Mike Hill voted: Y**

**Al Meehan voted: Y**

**Beth Depew voted: Y**

**Ronnie Trivett voted: Y**

**Charles VonCannon voted: Y**

**Isaiah Grindstaff voted: Y**

**L.C. Tester voted: Y**

**Danny Ward voted: Y**

**Ross Garland voted: Y**

**Bobbie Dietz voted: Y**

**Timothy Holdren voted: Y**

**Randall Jenkins voted: Y**

**John Lewis voted: Y**

**Larry Miller voted: Y**

**Sonja Culler voted: Y**

**Ray Lyons voted: Y**

**Scott Simerly was Absent**

**Robert Carroll voted: Y**

**Robert Gobble voted: Y**

**Cody McQueen voted: Y**

**Passed (23 Y - 0 N - 1 A - 1 Absent**

**Number of Abstain Votes (if counted): 1**

Carter County Expenditure Budget Report for the Month of December 2014 was provided to Commissioners by Ingrid Deloach, Financial Director. Included in the report were the Account Numbers, Account Description, Budget Amounts, Budget Amendments, and Amended Budgets, Month-to-day expenditures, Outstanding encumbrances, and Unencumbered Balances.

November-December 2014  
Donations

November 2014 Donations

Jail Garden Grant- East Tennessee Foundation	400.00
Animal Shelter Donation- Teresa Garland	5.00
Animal Shelter Donation- Gene Cable	480.00
Animal Shelter Donation- Tammie Cole	20.00
Animal Shelter Donation- Pamela Ross	120.00
Animal Shelter Donation- Wilcox	10.00
Animal Shelter Donation- Katy Lyons	25.00
Animal Shelter Donation- Kristen Mock	20.00
Animal Shelter Donation- Hopkins	10.00
Animal Shelter Donation- JP Edwards	100.00
Animal Shelter Donation- Cory Hicks	5.00
	<u>\$ 1,195.00</u>

December 2014 Donations

Animal Shelter Donation- Linda Rinker	100.00
Animal Shelter Donation- Lori Testa	20.00
Animal Shelter Donation- Jaclyn Eggleton	35.00
Animal Shelter Donation- Anonymous	69.00
Animal Shelter Donation- Bobby Taylor	5.00
Animal Shelter Donation- Sue Johnson	200.00
Animal Shelter Donation- Bonnie Carna	10.00
Animal Shelter Donation- Peggy Newberry	100.00
Animal Shelter Donation- Bobby Blevins	50.00
Animal Shelter Donation- Jean Peters	20.00
Animal Shelter Donation- Pet Sense	103.00
Animal Shelter Donation- Lynn Wasson	100.00
Animal Shelter Donation- TAD Choral Dept	119.00
Animal Shelter Donation- Bristol Broadcasting	1,250.00
Animal Shelter Donation- Thea Bratton	100.00
Animal Shelter Donation- Mary Ramez	10.00
Animal Shelter Donation- Pet Sense	100.00
Animal Shelter Donation- Susan McKinney	100.00
Animal Shelter Donation- Russ Swaney Real Estate	400.00
Animal Shelter Donation- Lisa Reece	10.00
Animal Shelter Donation- Bristol Assoc of Realtors	100.00
Animal Shelter Donation- Unaka Elementary	93.00
Animal Shelter Donation- Harmony Sacher	25.00
Animal Shelter Donation- JR Burton	20.00
Animal Shelter Donation- Anonymous	10.00
Sheriff Dept Christmas Party Donation- Tetrick Funeral Home	100.00
Sheriff Dept Christmas Party Donation- Norwell	100.00
Sheriff Dept Christmas Party Donation- Sossner	250.00
Sheriff Dept Christmas Party Donation- Americourt Hotel	100.00
Sheriff Dept Christmas Party Donation- General Machine	100.00
Sheriff Dept Christmas Party Donation- Cline Holder	100.00
Sheriff Dept Christmas Party Donation- Milligan Grocery	40.00
Sheriff Dept Christmas Party Donation- Memorial Funeral Home	120.00
Sheriff Dept Christmas Party Donation- Summers-Taylor	200.00
	<u>\$ 4,259.00</u>

Total Donations \$ 5,454.00

**Motion was made by Sonja Culler, seconded by Cody McQueen, to approve the Landfill Financial Assurance Document for the City of Elizabethton/Carter County Sanitary Landfill, Permit # SNL 10-0186. ITEM # 6 Recorded on page 602-603**



STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION

Division of Financial Responsibility  
William R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Ave., 10<sup>th</sup> Floor  
Nashville, TN 37243  
(615) 532-0851

December 11, 2014

The Honorable Curt Alexander  
City of Elizabethton Mayor  
136 South Sycamore  
Elizabethton, Tennessee 37643

The Honorable Leon Humphrey  
Carter County Mayor  
Courthouse, 801 East Elk Avenue  
Elizabethton, Tennessee 37643

RE: Annual Inflation Adjustment of the financial assurance for the *City of Elizabethton / Carter County Sanitary Landfill, Permit #SNL 10-0186* as required by the Regulations of the Division of Solid Waste Management.

Dear Mayor Alexander and Mayor Humphrey:

All county and municipal "Contracts in Lieu of Performance Bonds" must be adjusted annually for inflation by no later than the anniversary date of the issuance of the contract.

The staff of the Division of Financial Responsibility, utilizing data published by the U. S. Department of Commerce, has projected the inflation factor to be used for 2015 inflation adjustments as 1.55%. The amount of your financial assurance instrument(s) from the Year 2014 must be multiplied by 1.0155. The permitted facility and/or the Department may reserve the right to adjust this figure later based upon revised data released by the U.S. Department of Commerce during the year.

Effective immediately, any County or Municipal Contract in Lieu of Performance Bond incurring an annual inflation adjustment shall not be processed by amendment until the cumulative amount of the adjustment(s) equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00). This is a change from the previous threshold of Five Thousand Dollars (\$5,000). For example, if the inflation adjustment is \$4,000 in year one, \$5,000 in year two, and \$6,000 in year three, the amendment will be processed in year three when the total of adjustments exceeds \$10,000. We will continue to send your inflation adjustment figures annually for your records whether or not a contract amendment is required.

Please review the amount(s) listed for each permit listed below. If any changes or modifications to your permit(s) have occurred, please contact us as soon as you receive this letter. The due date(s) and projected amount(s) for the inflation adjustment(s) of your financial instrument(s) are as follows:



Mayor Alexander  
Mayor Humphrey  
City of Elizabethton /Carter County  
December 11, 2014  
Page 2

Inflation Adjustments **REQUIRED** for 2015

Facility Permit #	Financial Instrument Type & No.	Financial Instrument Anniversary Due Date:	Present Amount of Financial Assurance "On File"	Inflation Adjustment Increase Required	Inflation Adjustment and Allowable Post-Closure Reduction	Total "Required" Amount of Financial Assurance
SNL 10-0186	Contract	01-31-15	\$2,374,738.00	\$	\$ 113,913.00	\$2,260,825.00

Please see the attached spreadsheets, which list in detail the amount of financial assurance required due to the 2014 annual inflation adjustment and/or post closure reduction (if applicable) for your permit(s). The spreadsheets also list the current amount of financial assurance on file for each permit.

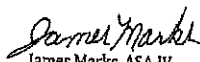
**PLEASE NOTE**

- (1) Any County and/or Municipal Contract In Lieu of Performance Bonds incurring an annual inflation adjustment shall not be processed by amendment until the amount of the adjustment equals or exceeds TEN THOUSAND DOLLARS (\$10,000.00).

Mayor Alexander, please note that the contract and blanks have been included in your packet. If you would be so kind as to review the contract and after your approval, sign and forward it to Mayor Humphrey for his signature and return of the same to this office.

If you have any questions, please call me at (615) 532-0848. Please submit the inflation adjusted financial instrument to the Division of Financial Responsibility at the address listed on the letterhead as indicated above.

Respectfully,

  
James Marks, ASA IV  
Municipal & County Contract Administrator  
Division of Financial Responsibility

CC: Fred Willingham, Manager of Solid Waste Management, Johnson City Field Office, TDEC

Enclosure: Customer Information Spreadsheet

Vote revealed as follows for Item # 6:

**6. Vote Results for: Item No. 6**  
**Time of Vote: 9:47:25 AM**  
**Type of Vote: 50% Needed to Pass**  
**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**  
**Willie Campbell voted: Y**  
**Buford Peters voted: Y**  
**Jerry Proffitt voted: Y**  
**Nancy Brown voted: Y**  
**Mike Hill voted: Y**  
**Al Meehan voted: Y**  
**Beth Depew voted: Y**  
**Ronnie Trivett voted: Y**  
**Charles VonCannon voted: Y**  
**Isaiah Grindstaff voted: Y**  
**L.C. Tester voted: Y**  
**Danny Ward voted: Y**  
**Ross Garland voted: Y**  
**Bobbie Dietz voted: Y**  
**Timothy Holdren voted: Y**  
**Randall Jenkins voted: Y**  
**John Lewis voted: Y**  
**Larry Miller voted: Y**  
**Sonja Culler voted: Y**  
**Ray Lyons voted: Y**  
**Scott Simerly was Absent**  
**Robert Carroll voted: Y**  
**Robert Gobble voted: Y**  
**Cody McQueen voted: Y**

**Passed (23 Y - 0 N - 1 A - 1 Absent)**  
**Number of Abstain Votes (if counted): 1**

**Motion was made by Sonja Culler, seconded by Nancy Brown, to approve the transfer of \$7,500 from Health Department Fund 117 Undesignated Fund Balance for the purchase of renovation plans from the architect. ITEM # 7**

Roll call vote as follows for Item # 7:

**7. Vote Results for: Item No. 7**  
**Time of Vote: 9:48:22 AM**  
**Type of Vote: 50% Needed to Pass**  
**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**  
**Willie Campbell voted: Y**  
**Buford Peters voted: Y**  
**Jerry Proffitt voted: Y**  
**Nancy Brown voted: Y**  
**Mike Hill voted: Y**  
**Al Meehan voted: Y**  
**Beth Depew voted: Y**  
**Ronnie Trivett voted: Y**  
**Charles VonCannon voted: Y**  
**Isaiah Grindstaff voted: Y**

L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent)  
Number of Abstain Votes (if counted): 1

Budget Committee Chair stated that Captain Tom Smith from the Sheriff's Department updated the Committee of an amendment that had been presented to the contract between Carter County and Southern Health Partners regarding the healthcare services provided at the jail. This amendment provides a new rate of base compensation to be paid by the County as a result of a drastic decrease in the jail population from a daily average of 285 inmates to the present population average of 190 inmates. The amendment would be retroactive to November 1, 2014 and would allow any over payments that have been made by the County to be applied to the outside cost pool limitations.

**Motion** was made by Sonja Culler, seconded by Al Meehan, to approve the amendment to the Southern Health Partners Inmate Healthcare Contract. ITEM #8 Recorded on page 607-608

Discussion followed with Commissioner Willie Campbell commending Sheriff Lunceford and Judge Bowers for doing a "great job," which was followed by applause. It was also noted that a savings of approximately \$17,000 was made possible through the pharmaceutical side of the jail.

Mayor Humphrey called for Mary Gouge, County Clerk to proceed with the vote.

Mayor Humphrey asked that if any Commissioner needed to read the Disclaimer for Employees of Carter County, Tennessee please do so at this time, before the vote is taken.

Commissioners Al Meehan, L.C. Tester and Isaiah Grindstaff proceeded to voice the disclaimer.

Vote was then revealed by County Clerk, Mary Gouge.

Vote revealed as follows for Item # 8:

8. Vote Results for: Item No. 8  
Time of Vote: 9:51:49 AM  
Type of Vote: 50% Needed to Pass  
Note: Abstain Votes are NOT counted.

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Jerry Proffitt voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Beth Depew voted: Y  
Ronnie Trivett voted: Y  
Charles VonCannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y

Ross Garland voted: Y  
Bobbie Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent) Number of Abstain Votes (if counted): 1

AMENDMENT #1  
TO  
HEALTH SERVICES AGREEMENT

This AMENDMENT #1 to Health Services Agreement dated November 14, 2012, between Carter County, TN (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), with services commencing December 1, 2012, is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated November 14, 2012, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

Section 7.1 is hereby replaced in its entirety by the following:

7.1 Base Compensation. Effective November 1, 2014, County will compensate SHP based on the twelve-month annualized price of \$406,817.04 during the term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$406,817.04 will be in the amount of \$33,901.42 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

Due to the retro effect of this Amendment, November 1, 2014, County will be entitled to a refund of the overpayment on the base compensation. At the request of the County, SHP will apply all overpayments to the outside cost pool limitation.

Section 7.2 is hereby replaced in its entirety by the following:

7.2 Increases in Inmate Population. Effective November 1, 2014, County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 230. If the average daily inmate population exceeds 230 inmates, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.53 for each inmate over 230. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 230, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 235 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as

new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

CARTER COUNTY, TN

BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

SOUTHERN HEALTH PARTNERS, INC.

BY:

\_\_\_\_\_  
Jennifer Hairsline, President and Chief Executive Officer

Date: \_\_\_\_\_

Motion was made by Sonja Culler, seconded by Nancy Brown, to approve General Fund 101 Amendment # 7, with 22 items for a total of \$460,524.19 with \$ 4,991.12 coming from Fund Balance. ITEM # 9 Recorded on page 610-612

It was noted that the amount to come from Fund Balance is for the payment of additional workman's compensation insurance premiums that resulted from the 2013-2014 salary actual.

Discussion followed with Commissioner VonCannon requesting to know what 22 line items were being voted on.

Financial Director, Ingrid Deloach, replied stating that the Budget items being presented today had been placed in the Commissioners packet for review prior to the meeting.

Mayor Humphrey asked that Mary Gouge, County Clerk proceed with the vote.

Votes revealed as follows for Item # 9:

**9. Vote Results for: Item No. 9**

Time of Vote: 9:54:13 AM

Type of Vote: 50% Needed to Pass

Note: Abstain Votes are NOT counted.

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Jerry Proffitt voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Al Meehan voted: Y

Beth Depew voted: Y

Ronnie Trivett voted: Y

Charles VonCannon voted: Y

Isaiah Grindstaff voted: Y

L.C. Tester voted: Y

Danny Ward voted: Y

Ross Garland voted: Y

Bobbie Dietz voted: Y

Timothy Holdren voted: Y

Randall Jenkins voted: Y

John Lewis voted: Y

Larry Miller voted: Y

Sonja Culler voted: Y

Ray Lyons voted: Y

Scott Simerly was Absent

Robert Carroll voted: Y

Robert Gobble voted: Y

Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent)

Number of Abstain Votes (if counted): 1

**Carter County**  
**General Fund 101**  
**Budget Amendment #7**  
**20-Jan-15**

Item #1	41120 Animal Registration			\$ 3,665.00	Decrease
	55120-399-81 Other Contracted Services		\$ 3,665.00		Increase

Reallocate funds received for spay/neuter services.

---

Item #2	44540 Sale of Property			\$ 344.00	Decrease
	55120-413 Drugs and Medical Supplies		\$ 344.00		Increase

Recognize revenues from euthanasia specimen sales at Animal Shelter.

---

Item #3	48610 Donations			\$ 25.00	Decrease
	55120-413 Drugs and Medical Supplies		\$ 25.00		Increase

Recognize donation for vet bill.

---

Item #4	48610 Donations			\$ 480.00	Decrease
	55120-399 Other Contracted Services		\$ 480.00		Increase

Reallocate donation received for spay/neuter services.

---

Item #5	48610 Donations			\$ 1,729.02	Decrease
	55120-413 Drugs and Medical Supplies		\$ 1,729.02		Increase

Reallocate donations received for various vet bills.

---

Item #6	41120 Animal Registration			\$ 35.00	Decrease
	55120-499 Other Supplies		\$ 35.00		Increase

Reallocate funds for refund of returned pet.

---

Item #7	48610 Donations			\$ 400.00	Decrease
	54210-599-27 Other Charges		\$ 400.00		Increase

Recognize Jaff Garden Grant from East Tennessee Foundation.

Item #8	44170 Miscellaneous Refunds		\$	3,843.00	Decrease
	54210-599 Other Charges	\$	3,843.00		Increase

Recognize reimbursement from the City of Elizabethton for fingerprinting services.

Item #9	44170 Miscellaneous Refunds		\$	30.16	Decrease
	54110-307 Communication	\$	30.16		Increase

Recognize refund from Verizon Wireless.

Item #10	44170 Miscellaneous Refunds		\$	16.20	Decrease
	52400-348 Postal Charges	\$	16.20		Increase

Recognize refund from US Postal Service.

Item #11	55900-499-53 Other Supplies		\$	5,000.00	Decrease
	55900-524-53 Staff Development	\$	1,000.00		Increase
	55900-599-53 Other Charges	\$	4,000.00		Increase

Reallocate funds within the Tobacco Settlement Grant.

Item #12	54110-196 In-Service Training		\$	2,780.46	Decrease
	54210-196 In-Service Training		\$	22,200.00	Decrease
	54110-735 Health Equipment	\$	24,980.46		Increase

Reallocate funds within Patrol and Jail Budgets for purchase of exercise equipment.

Item #13	34990-000-34 Securis Reserve		\$	15,517.00	Decrease
	54110-399 Other Contracted Services	\$	15,517.00		Increase

Allocate funds from the Securis Reserve for payments to Pamet and Interact @ SO.

Item #14	34510 Restricted for General Government		\$	4,460.00	Decrease
	52500-719 Office Equipment	\$	4,460.00		Increase

Allocate funds from Court Clerk's Reserve for purchase of decal printers.

Item #15	39000 Undesignated Fund Balance		\$	4,991.12	Decrease
	54110-513 Workman's Compensation Ins.	\$	4,991.12		

Allocate funds for additional workman's compensation insurance premiums.

Item #16	44170 Miscellaneous Refunds		\$	3,000.00	Decrease
	54110-335 Maintenance & Repairs-Bldg	\$	3,000.00		Increase

Allocate donation received from Law Enforcement Publications.



Item #17	44131	Commissary Sales Fee	\$	5,144.30	Decrease
	54110-716	Law Enforcement Equipment	\$	5,144.30	Increase

Allocate Commissary Sales Revenue for installation of car cameras.

Item #18	48610	Donations	\$	1,110.00	Decrease
	54110-599	Other Charges	\$	1,110.00	Increase

Allocate donations for Employee Christmas Party.

Item #19	44170	Miscellaneous Refunds	\$	116.65	Decrease
	54210-340	Medical and Dental Services	\$	116.65	Increase

Recognize reimbursement from Garcia Labs.

Item #20	44170	Miscellaneous Refunds	\$	2,608.72	Decrease
	54110-716	Law Enforcement Equipment	\$	2,608.72	Increase

Reallocate reimb from SHP Cost Pool for camera installation.

Item #21	44170	Miscellaneous Refunds	\$	75,250.00	Decrease
	54110-718	Motor Vehicles	\$	75,250.00	Increase

Reallocate SRO 2nd QTR reimbursement to Motor Vehicles.

Item #22	34990-32	Reserved from Sheriff's Auction	\$	790.45	Decrease
		44530 Sale of Equipment	\$	6,988.11	Decrease
	54110-718	Motor Vehicles	\$	7,778.56	Increase

Reallocate funds for purchase of vehicles.

Total	\$	160,524.19	\$	160,524.19
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**Motion** was made by Sonja Culler, seconded by Ray Lyons, to **approve Drug Control Fund 122 Amendment # 3 with 2 items for a total of \$61,080 with \$61,080 coming from Fund Balance. ITEM # 10** Recorded on page 614

Commissioner Culler noted that the amounts coming from Drug Fund balance are for the purchase of radios for School Resource Officers vehicles and for the purchase of one patrol car.

Chairman Humphrey instructed County Clerk, Mary Gouge to proceed with the vote at this time.  
All votes were locked and confirmed.

Chairman Humphrey asked that if any Commissioner needed to read the Disclaimer for Employees of Carter County, Tennessee please do so at this time, before the vote is revealed.

The following proceeded to read Disclaimer for Employees as requested: Al Meehan, L.C. Tester, and Isaiah Grindstaff.

Chairman Humphrey instructed County Clerk, Mary Gouge to reveal the vote. Votes for Item # 10 revealed as follows:

**10. Vote Results for: Item No. 10**  
**Time of Vote: 9:55:59 AM**  
**Type of Vote: 50% Needed to Pass**  
**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**  
**Willie Campbell voted: Y**  
**Buford Peters voted: Y**  
**Jerry Proffitt voted: Y**  
**Nancy Brown voted: Y**  
**Mike Hill voted: Y**  
**Al Meehan voted: Y**  
**Beth Depew voted: Y**  
**Ronnie Trivett voted: Y**  
**Charles VonCannon voted: Y**  
**Isaiah Grindstaff voted: Y**  
**L.C. Tester voted: Y**  
**Danny Ward voted: Y**  
**Ross Garland voted: Y**  
**Bobbie Dietz voted: Y**  
**Timothy Holdren voted: Y**  
**Randall Jenkins voted: Y**  
**John Lewis voted: Y**  
**Larry Miller voted: Y**  
**Sonja Culler voted: Y**  
**Ray Lyons voted: Y**  
**Scott Simerly was Absent**  
**Robert Carroll voted: Y**  
**Robert Gobble voted: Y**  
**Cody McQueen voted: Y**

**Passed (23 Y - 0 N - 1 A - 1 Absent)**  
**Number of Abstain Votes (if counted): 1**

**Carter County**  
**Drug Fund 122**  
**Budget Amendment #3**  
**20-Jan-15**

Item #1	39000 Undesignated Fund Balance		\$	27,000.00	Decrease
	54110-716 Law Enforcement Equipment	\$	27,000.00		Increase

Allocate funds for purchase of radios for SRO vehicles.

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Item #2	39000 Undesignated Fund Balance		\$	34,080.00	Decrease
	54110-718 Motor Vehicles	\$	34,080.00		Increase

Allocate funds for purchase of one patrol car.

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Total \$ 61,080.00 \$ 61,080.00

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**Motion** was made by Sonja Culler, seconded by John Lewis, to approve Highway Fund 131  
**Amendment # 3 with 1 item for a total of \$13,600 with \$0 coming from Fund Balance.**  
**ITEM #11** Recorded on page 615

Mayor Humphrey called for Disclaimers to be read at this time.

Disclaimer for Employees of Carter County, Tennessee was read by Commissioner Willie Campbell.

Mary Gouge, County Clerk proceeded with the vote as requested by Chairman Humphrey. Votes for  
Item # 11 revealed as follows:

**11. Vote Results for: Item No. 11**  
**Time of Vote: 9:56:56 AM**  
**Type of Vote: 50% Needed to Pass**  
**Note: Abstain Votes are NOT counted.**

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Jerry Proffitt voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Beth Depew voted: Y  
Ronnie Trivett voted: Y  
Charles VonCannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y

Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent)  
Number of Abstain Votes (if counted): 1

Carter County  
Highway Fund 131  
Budget Amendment #3  
20-Jan-15

Item # 1	62000-143	Equipment Operators	\$	13,600.00	Decrease
	61000-189	Other Salaries & Wages	\$	13,600.00	Increase

Reallocate funds to create a new Office Technician Position.

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Total	13,600.00	13,600.00
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Motion was made by Sonja Culler, seconded by Nancy Brown, to approve General Purpose School Fund 141 Amendment #4 with 8 items for a total of \$737,103.88 with \$306,919.73 coming from GPS Fund Balance. ITEM # 12 Recorded on page 617-618

Chairman Humphrey called for Disclaimers to be read at this time.

Disclaimer for Employees of Carter County, Tennessee was read by Isaiah Grindstaff.

Chairman Humphrey instructed County Clerk, Mary Gouge to reveal the vote.

12. Vote Results for: Item No. 12  
Time of Vote: 9:58:12 AM  
Type of Vote: 50% Needed to Pass  
Note: Abstain Votes are NOT counted.

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Jerry Proffitt voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y

Al Meehan voted: Y  
Beth Depew voted: Y  
Ronnie Trivett voted: Y  
Charles VonCannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent)  
Number of Abstain Votes (if counted): 1

Carter County Schools  
General Fund 141  
Budget Amendment #4  
12/18/2014

Item # 1	71300-429 Instructional Supplies		\$	11,422.00	Decrease
	72230-599 Other Charges	\$	10,000.00		Increase
	71300-399 Other Contracted Services	\$	1,422.00		Increase

Reallocate funds within CTE budgets to cover overages and the cost of removing data boxes.

---

Item # 2	34765: Assigned for Skyward SMS Purchase		\$	14,326.20	Decrease
	72320-399-4001 Other Contracted Services	\$	14,326.20		Increase

Allocate reserved funds for annual maintenance fee for Skyward Student Management System.

---

Item #3	46980 Other State Grants		\$	2,997.00	Increase
	72410-599 Other Charges	\$	2,398.00		Increase
	72710-146 Bus Drivers	\$	268.52		Increase
	72710-201 Social Security	\$	16.12		Increase
	72710-204 State Retirement	\$	38.84		Increase
	72710-212 Employer Medicare	\$	3.77		Increase
	72710-412 Diesel Fuel	\$	271.75		Increase

Recognize TN Arts Council Student Ticket Subsidy Grant for Hunter Elementary.

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Item #4	46590-101 Other State Ed Funds-Equity Funds		\$	307,041.42	Increase
	71100-116-101 Teachers	\$	181,594.00		Increase
	71100-128-101 Homebound Teachers	\$	602.00		Increase
	71100-189-101 Other Salaries & Wages	\$	5,255.00		Increase
	71100-201-101 Social Security	\$	11,671.29		Increase
	71100-204-101 State Retirement	\$	16,624.33		Increase
	71100-210-101 Unemployment Compensation	\$	8.42		Increase
	71100-212-101 Employer Medicare	\$	2,729.36		Increase
	71150-116-101 Teachers	\$	1,562.00		Increase
	71150-201-101 Social Security	\$	96.84		Increase
	71150-204-101 State Retirement	\$	141.21		Increase
	71150-212-101 Employer Medicare	\$	22.64		Increase
	71200-116-101 Teachers	\$	21,297.00		Increase
	71200-128-101 Homebound Teachers	\$	539.00		Increase
	71200-171-101 Speech Pathologist	\$	2,627.00		Increase
	71200-201-101 Social Security	\$	1,516.76		Increase
	71200-204-101 State Retirement	\$	2,121.83		Increase
	71200-212-101 Employer Medicare	\$	354.65		Increase
	71300-116-101 Teachers	\$	11,543.00		Increase
	71300-201-101 Social Security	\$	715.67		Increase
	71300-204-101 State Retirement	\$	1,043.48		Increase
	71300-210-101 Unemployment Compensation	\$	3.63		Increase
	71300-212-101 Employer Medicare	\$	167.42		Increase
	72120-131-101 Medical Personnel	\$	484.00		Increase
	72120-201-101 Social Security	\$	30.01		Increase
	72120-204-101 State Retirement	\$	43.75		Increase
	72120-212-101 Employer Medicare	\$	7.02		Increase
	72130-123-101 Guidance Personnel	\$	7,002.00		Increase

72130-201-101 Social Security	\$ 434.13	Increase
72130-204-101 State Retirement	\$ 632.99	Increase
72130-212-101 Employer Medicare	\$ 101.52	Increase
72210-105-101 Supervisor/Director	\$ 3,893.00	Increase
72210-129-101 Librarians	\$ 6,885.00	Increase
72210-189-101 Other Salaries & Wages	\$ 524.00	Increase
72210-201-101 Social Security	\$ 618.57	Increase
72210-204-101 State Retirement	\$ 901.84	Increase
72210-212-101 Employer Medicare	\$ 144.68	Increase
72215-105-101 Supervisor/Director	\$ 602.00	Increase
72215-201-101 Social Security	\$ 37.33	Increase
72215-204-101 State Retirement	\$ 54.42	Increase
72215-212-101 Employer Medicare	\$ 8.73	Increase
72220-105-101 Supervisor/Director	\$ 724.00	Increase
72220-124-101 Psychological Personnel	\$ 487.00	Increase
72220-135-101 Assessment Personnel	\$ 592.00	Increase
72220-201-101 Social Security	\$ 111.80	Increase
72220-204-101 State Retirement	\$ 162.99	Increase
72220-212-101 Employer Medicare	\$ 26.15	Increase
72230-105-101 Supervisor/Director	\$ 602.00	Increase
72230-201-101 Social Security	\$ 37.33	Increase
72230-204-101 State Retirement	\$ 54.42	Increase
72230-212-101 Employer Medicare	\$ 8.73	Increase
72410-104-101 Principals	\$ 8,732.00	Increase
72410-139-101 Assistant Principals	\$ 1,204.00	Increase
72410-189-101 Other Salaries & Wages	\$ 6,201.00	Increase
72410-201-101 Social Security	\$ 1,000.53	Increase
72410-204-101 State Retirement	\$ 1,458.82	Increase
72410-212-101 Employer Medicare	\$ 233.97	Increase
73300-105-101 Supervisor/Director	\$ 654.00	Increase
73300-201-101 Social Security	\$ 40.55	Increase
73300-204-101 State Retirement	\$ 59.12	Increase
73300-212-101 Employer Medicare	\$ 9.49	Increase

Recognize and allocate Equity Funds received from the State.

Item #5	39000 Undesignated Fund Balance	\$ 306,919.73	Decrease
	72710-729 Transportation Equipment	\$ 306,919.73	Increase

Reallocate funds from 13-14 Transportation Budget that rolled in to Fund Balance at end of year.

Item #6	49700 Insurance Recovery	\$ 618.35	Increase
	72710-453-4003 Vehicle Parts	\$ 618.35	Increase

Recognize Insurance reimbursement for damaged F-150.

Item #7	44170 Miscellaneous Refunds	\$ 679.18	Increase
	72710-146-4003-597 Bus Drivers-Field Trips	\$ 679.18	Increase

Recognize reimbursement from ETSU for field trips.

Item #8	71200-116 Teachers	\$ 93,100.00	Decrease
	71200-163 Educational Assistants	\$ 2,600.00	Increase
	71200-171 Speech Pathologists	\$ 75,500.00	Increase
	71200-189 Other Salaries and Wages	\$ 15,000.00	Increase

Reallocate funds within the Special Ed Budget to align employment classifications.

Total	\$ 737,103.88	\$ 737,103.88
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**Motion** was made by Sonja Culler, seconded by Nancy Brown, to **approve General Purpose School Fund 141 Amendment # 5 with 1 item for a total of \$148,312.06 with \$0 coming from General Purpose School Fund Balance. ITEM # 13** Recorded on page 620-621

Discussion – None

Disclaimer for Employees of Carter County, Tennessee was read by Isaiah Grindstaff prior to voting.

Commissioner Ray Lyons questioned that the motion, as presented, meant that there was no new money coming from the General Purpose School Fund balance.

Financial Director, Ingrid Deloach, replied that was correct.

Chairman Humphrey requested that County Clerk, proceed with vote.

Votes were revealed as follows for Item # 13.

13. Vote Results for: Item No. 13

Time of Vote: 9:59:36 AM

Type of Vote: 50% Needed to Pass

Note: Abstain Votes are NOT counted.

Leon Humphrey does not vote

Willie Campbell voted: Y

Buford Peters voted: Y

Jerry Proffitt voted: Y

Nancy Brown voted: Y

Mike Hill voted: Y

Al Meehan voted: Y

Beth Depew voted: Y

Ronnie Trivett voted: Y

Charles VonCannon voted: Y

Isaiah Grindstaff voted: A

L.C. Tester voted: Y

Danny Ward voted: Y

Ross Garland voted: Y

Bobbie Dietz voted: Y

Timothy Holdren voted: Y

Randall Jenkins voted: Y

John Lewis voted: Y

Larry Miller voted: Y

Sonja Culler voted: Y

Ray Lyons voted: Y

Scott Simerly was Absent

Robert Carroll voted: Y

Robert Gobble voted: Y

Cody McQueen voted: Y

Number of Abstain Votes (if counted): 2

Passed (22 Y - 0 N - 2 A - 1 Absent)

Number of Abstain Votes (if counted): 2



Carter County Schools  
General Fund 141  
Budget Amendment #5  
12/18/2014

Item # 1	71100-207 Medical Insurance		\$	24,066.09	Decrease
	71100-162 Clerical Personnel	\$	400.96		Increase
	71100-163 Educational Assistants	\$	17,901.44		Increase
	71100-189 Other Salaries & Wages	\$	1,328.96		Increase
	71100-201 Social Security	\$	1,217.17		Increase
	71100-204 State Retirement	\$	2,932.92		Increase
	71100-212 Employer Medicare	\$	284.64		Increase
	71200-207 Medical Insurance		\$	34,034.13	Decrease
	71200-163 Educational Assistants	\$	27,762.56		Increase
	71200-201 Social Security	\$	1,721.28		Increase
	71200-204 State Retirement	\$	4,147.73		Increase
	71200-212 Employer Medicare	\$	402.56		Increase
	71300-207 Medical Insurance		\$	983.07	Decrease
	71300-163 Educational Assistants	\$	801.92		Increase
	71300-201 Social Security	\$	49.72		Increase
	71300-204 State Retirement	\$	119.81		Increase
	71300-212 Employer Medicare	\$	11.63		Increase
	72120-207 Medical Insurance		\$	4,915.37	Decrease
	72120-131 Medical Personnel	\$	4,009.60		Increase
	72120-201 Social Security	\$	248.60		Increase
	72120-204 State Retirement	\$	599.03		Increase
	72120-212 Employer Medicare	\$	58.14		Increase
	72130-207 Medical Insurance		\$	910.11	Decrease
	72130-164 Attendants	\$	742.40		Increase
	72130-201 Social Security	\$	46.03		Increase
	72130-204 State Retirement	\$	110.92		Increase
	72130-212 Employer Medicare	\$	10.76		Increase
	72210-207 Medical Insurance		\$	1,474.62	Decrease
	72210-189 Other Salaries & Wages	\$	1,202.88		Increase
	72210-201 Social Security	\$	74.58		Increase
	72210-204 State Retirement	\$	179.72		Increase
	72210-212 Employer Medicare	\$	17.43		Increase
	72215-207 Medical Insurance		\$	946.59	Decrease
	72215-161 Secretary	\$	400.96		Increase
	72215-189 Other Salaries & Wages	\$	371.20		Increase
	72215-201 Social Security	\$	47.87		Increase
	72215-204 State Retirement	\$	115.36		Increase
	72215-212 Employer Medicare	\$	11.20		Increase
	72220-207 Medical Insurance		\$	1,966.15	Decrease
	72220-161 Secretary	\$	400.96		Increase
	72220-162 Clerical Personnel	\$	400.96		Increase
	72220-189 Other Salaries & Wages	\$	801.92		Increase
	72220-201 Social Security	\$	99.44		Increase
	72220-204 State Retirement	\$	239.62		Increase
	72220-212 Employer Medicare	\$	23.25		Increase
	72230-207 Medical Insurance		\$	491.54	Decrease
	72230-161 Secretary	\$	400.96		Increase
	72230-201 Social Security	\$	24.86		Increase
	72230-204 State Retirement	\$	59.91		Increase
	72230-212 Employer Medicare	\$	5.81		Increase
	72320-207 Medical Insurance		\$	2,457.68	Decrease
	72320-161 Secretary	\$	1,603.84		Increase

72320-162 Clerical Personnel	\$	400.96	Increase
72320-201 Social Security	\$	124.30	Increase
72320-204 State Retirement	\$	299.51	Increase
72320-212 Employer Medicare	\$	29.07	Increase
72410-207 Medical Insurance		\$ 11,004.86	Decrease
72410-161 Secretary	\$	6,385.60	Increase
72410-162 Clerical Personnel	\$	2,591.36	Increase
72410-201 Social Security	\$	556.57	Increase
72410-204 State Retirement	\$	1,341.16	Increase
72410-212 Employer Medicare	\$	130.17	Increase
72610-207 Medical Insurance		\$ 25,431.25	Decrease
72610-166 Custodial Personnel	\$	20,744.96	Increase
72610-201 Social Security	\$	1,286.19	Increase
72610-204 State Retirement	\$	3,099.30	Increase
72610-212 Employer Medicare	\$	300.80	Increase
72620-207 Medical Insurance		\$ 5,406.91	Decrease
72620-105 Supervisor/Director	\$	400.96	Increase
72620-161 Secretary	\$	400.96	Increase
72620-167 Maintenance Personnel	\$	3,608.64	Increase
72620-201 Social Security	\$	273.45	Increase
72620-204 State Retirement	\$	658.95	Increase
72620-212 Employer Medicare	\$	63.95	Increase
72710-207 Medical Insurance		\$ 30,782.94	Decrease
72710-105 Supervisor/Director	\$	400.96	Increase
72710-142 Mechanics	\$	1,503.84	Increase
72710-146 Bus Drivers	\$	22,052.80	Increase
72710-162 Clerical Personnel	\$	400.96	Increase
72710-189 Other Salaries & Wages	\$	742.40	Increase
72710-201 Social Security	\$	1,562.46	Increase
72710-204 State Retirement	\$	3,654.11	Increase
72710-212 Employer Medicare	\$	365.41	Increase
73400-207 Medical Insurance		\$ 983.07	Decrease
73400-163 Educational Assistants	\$	801.92	Increase
73400-201 Social Security	\$	49.72	Increase
73400-204 State Retirement	\$	119.81	Increase
73400-212 Employer Medicare	\$	11.62	Increase
72810-207 Medical Insurance		\$ 2,457.68	Decrease
72810-121 Data Processing Personnel	\$	2,004.80	Increase
72810-201 Social Security	\$	124.30	Increase
72810-204 State Retirement	\$	299.51	Increase
72810-212 Employer Medicare	\$	29.07	Increase

Reallocate funds for para-professional bonuses.

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Total	\$	148,312.06	\$	148,312.06
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**Motion was made by Sonja Culler, seconded by John Lewis, to approve General Purpose School Fund 141 Amendment # 6 with 1 item for a total of \$9,033.18 with \$0 coming from General Purpose School Fund Balance. ITEM # 14 Recorded on page 623**

Discussion – None

Disclaimer for Employees of Carter County, Tennessee was read by Isaiah Grindstaff prior to voting.

Mary Gouge, County Clerk proceeded with the vote as requested by Chairman Humphrey.

Votes revealed for Item # 14 as follows:

**14. Vote Results for: Item No. 14  
Time of Vote: 10:00:47 AM  
Type of Vote: 50% Needed to Pass  
Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Jerry Proffitt voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Beth Depew voted: Y  
Ronnie Trivett voted: Y  
Charles VonCannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y**

**Passed (23 Y - 0 N - 1 A - 1 Absent)  
Number of Abstain Votes (if counted): 1**

Carter County Schools  
General Fund 141  
Budget Amendment #6  
1/20/2015

Item # 1	44530 Sale of Equipment	\$	9,033.18	Decrease
	71300-730 Vocational Instruction Equipment	\$	9,033.18	Increase

Allocate funds received from the sale of CTE Equipment back to Equipment line item.

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Total	\$	9,033.18	\$	9,033.18
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Budget Committee Chair, Sonja Culler stated that Dr. Kevin Ward had presented the Budget Committee with a Compromise Plan for paying off School Debt contained in the Debt Service Fund. His proposal was to take a portion (\$478,629.99) of the additional funds (\$660,755.56) included in the 2014-2015 Debt Service Budget and apply them towards the pay off of the note incurred for the addition to Unaka High School. Ms. Culler noted that after much debate, the Committee voted to allow the additional funds already allocated to Debt Service to remain in Debt Service.

**Motion** was made by Nancy Brown, seconded by Ronnie Trivett, to allow the additional funds already allocated to Debt Service to remain in Debt Service. **ITEM # 15**

Discussion – None

Chairman Humphrey requested that Mary Gouge, County Clerk proceed with voting on Item # 15.

Before vote was revealed Chairman Humphrey called for any Disclaimers at this time.

Disclaimer for Employees of Carter County, Tennessee was read by Isaiah Grindstaff.

Votes for Item # 15 revealed as follows:

**15. Vote Results for: Item No. 15**

**Time of Vote: 10:02:25 AM**

**Type of Vote: 50% Needed to Pass**

**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**

**Willie Campbell voted: N**

**Buford Peters voted: N**

**Jerry Proffitt voted: Y**

**Nancy Brown voted: Y**

**Mike Hill voted: N**

**Al Meehan voted: Y**

**Beth Depew voted: Y**

**Ronnie Trivett voted: Y**

**Charles VonCannon voted: Y**

**Isaiah Grindstaff voted: Y**

**L.C. Tester voted: Y**

**Danny Ward voted: N**

**Ross Garland voted: Y**

**Bobbie Dietz voted: N**

**Timothy Holdren voted: Y**

**Randall Jenkins voted: Y**

**John Lewis voted: Y**

**Larry Miller voted: Y**

Sonja Culler voted: N  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (17 Y - 6 N - 1 A - 1 Absent)  
Number of Abstain Votes (if counted): 1

**Building and Grounds Committee** – Committee Chairman Ray Lyons expressed a thank-you to those helping in connection with the Health Department property and building cleaning issues.

Motion was made by Ronnie Trivett, seconded by John Lewis, to refer the cost of materials being approximately \$2,200 for Health Department piping system (downspouts) renovations for correcting the drainage problems, to the Budget Committee for recommendations. It was noted that the County Highway Department could help with the labor on this matter. **ITEM # 16**

Discussion – None

Chairman Humphrey requested that Mary Gouge, County Clerk proceed with voting on Item # 16.

Votes for Item #16 were revealed as follows:

**16. Vote Results for: Item No. 16**  
**Time of Vote: 10:06:53 AM**  
**Type of Vote: 50% Needed to Pass**  
**Note: Abstain Votes are NOT counted.**

Leon Humphrey does not vote  
Willie Campbell voted: Y  
Buford Peters voted: Y  
Jerry Proffitt voted: Y  
Nancy Brown voted: Y  
Mike Hill voted: Y  
Al Meehan voted: Y  
Beth Depew voted: Y  
Ronnie Trivett voted: Y  
Charles VonCannon voted: Y  
Isaiah Grindstaff voted: Y  
L.C. Tester voted: Y  
Danny Ward voted: Y  
Ross Garland voted: Y  
Bobbie Dietz voted: Y  
Timothy Holdren voted: Y  
Randall Jenkins voted: Y  
John Lewis voted: Y  
Larry Miller voted: Y  
Sonja Culler voted: Y  
Ray Lyons voted: Y  
Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent)  
Number of Abstain Votes (if counted): 1

Committee Chairman Lyons noted that immediately following today's meeting a tour would be made of the 9-1-1 (both old and new locations), Animal Shelter, and Emergency Management EEOC buildings and urged all that could to join.

Question was addressed to Chairman Lyons concerning the Jail Annex parking area in which he replied that work was proceeding nicely with the help of the County Highway Department.

Chairman Humphrey stated that the intent was to do the entire parking lot at the jail annex "ourselves" using in house materials and labor. However, after meeting with the City of Elizabethton it was determined that this was not possible due to the fact that the curbing machine used by the City would not do the job.

He also stated that Summers-Taylor's has a curbing machine that will do the job. Following receipt of job estimates, realized that bidding out this portion, as far as the paving, would be to the county's advantage.

Chairman Humphrey stated that bids, as advertised, would be received up to 2 o'clock PM on February 12, 2015, at which time the sealed bids would be opened in the Mayor's Conference Room.

Due to timing, Chairman Humphrey stated, this item will not be able to be brought before the Budget Committee, but will be presented to the full Commission for approval and consideration.

**Financial Management** – Committee Chairman, Ray Lyons, presented a brief update concerning the sale of county owned properties.

During discussion, it was voiced by Commissioner Hill that some properties could possibly be used for Farmer's Market in the Roan Mountain area.

Chairman Humphrey stated that a listing of properties being considered for sale was available upon request.

**Motion** was made by Al Meehan, seconded by Danny Ward, to adopt the Procedure for sale of real property owned by Carter County. **ITEM #17** Recorded on page **626-627**

Discussion followed concerning various properties and their uses.

Chairman Humphrey requested that County Clerk, Mary Gouge proceed with voting on Item # 17.

Votes for Item # 17 revealed as follows:

**17. Vote Results for: Item No. 17**  
**Time of Vote: 10:24:37 AM**  
**Type of Vote: 50% Needed to Pass**  
**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**  
**Willie Campbell voted: Y**  
**Buford Peters voted: Y**  
**Jerry Proffitt voted: Y**  
**Nancy Brown voted: Y**  
**Mike Hill voted: Y**  
**Al Meehan voted: Y**  
**Beth Depew voted: Y**  
**Ronnie Trivett voted: Y**  
**Charles VonCannon voted: Y**  
**Isaiah Grindstaff voted: Y**  
**L.C. Tester voted: Y**  
**Danny Ward voted: Y**  
**Ross Garland voted: Y**  
**Bobbie Dietz voted: Y**  
**Timothy Holdren voted: Y**  
**Randall Jenkins voted: Y**  
**John Lewis voted: Y**  
**Larry Miller voted: Y**  
**Sonja Culler voted: Y**  
**Ray Lyons voted: Y**

Scott Simerly was Absent  
Robert Carroll voted: Y  
Robert Gobble voted: Y  
Cody McQueen voted: Y

Passed (23 Y - 0 N - 1 A - 1 Absent)  
Number of Abstain Votes (if counted): 1

Procedure for sale of real property owned by Carter County

Real property acquired by Deed

1. A parcel of real property which is conveyed to the county by Deed (by gift, purchase, etc.) may be sold at any time at the discretion of the Carter County Commission if it is declared as surplus/excess property.
2. Any county owned real property acquired by deed that is believed to be surplus should first be presented to the Building and Grounds Committee. If said committee feels the property is indeed surplus and votes to recommend the sale of the real property, the Chairman of said committee shall distribute the pertinent information concerning the land in question to the full County Commission along with the materials for the next commission meeting to allow each commissioner an opportunity to independently investigate the suitability of the land for a county purpose. At the second full commission meeting after the information is distributed (approximately sixty (60) days later) the full County Commission will discuss any potential county uses for the property and vote on whether or not to declare the property as surplus and proceed with the sale of each parcel.
3. If the County Commission votes to declare the property surplus and sell the property, the Finance Director and County Attorney will arrange for a public auction to be conducted at the courthouse with the property being sold to the highest bidder on the day of auction. There will be no subsequent publication or period during which the bid may be raised.
4. The County Attorney will then prepare the deed(s) for execution by the County Mayor conveying all parcels of property "as is" and without warranties of any kind to the successful bidder(s).

Real property acquired via tax sale

1. A parcel of real property which is included in the county delinquent property tax sale and remains unsold must be retained by the county until the statutory period of redemption expires (currently one year from the date of sale).
2. After the expiration of the redemption period, each property will be given a number (i.e. county tax property #1). The County Attorney will then gather information regarding the property which shall be distributed to the full County Commission along with the materials for the next commission meeting to allow each commissioner an opportunity to independently investigate the suitability of the land for a county purpose. At the second full commission meeting after the information is distributed (approximately sixty (60) days later) the full County Commission will

discuss any potential county uses for the property and vote on whether or not to proceed with the sale of each parcel.

3. The Financial Management Committee will then meet to discuss each parcel of property to be sold and will work in conjunction with the Carter County Assessor of Property to determine a fair sale price for each parcel. (Must be at least the total amount of taxes, costs, penalties and interest due to the County).
4. The Finance Director and County Attorney will then arrange for a public auction to be conducted at the Courthouse, and a reserve will be placed on each parcel of property in the amount determined to be the fair sale price in step 3 above.
5. Following the public auction, notice of the proposed sale of each parcel must be published in a newspaper published in the county and include the name of the purchaser, the terms, conditions, price and a description of the property (by assigned number only). Anyone may increase the bid on any parcel of property included in the auction during the ten (10) day period after publication by submitting a sealed bid to the Carter County Finance Department. If the bid for any particular parcel is increased by at least 10% within that time, then the party making the first bid shall be notified and a day will be scheduled when both parties shall appear and make offers. If no one increases the bid by at least 10% then the sale of that parcel to the original bidder is final ten (10) days after the publication. The County Attorney will then prepare the deed(s) for execution by the County Mayor and County Trustee conveying all parcels of property "as is" and without warranties of any kind to the successful bidder(s).
6. In the event the reserve set for a particular parcel of property is not met at the auction, the publication procedure detailed above will still be followed, however, the sale for a lesser price must be approved by the full County Commission at the next commission meeting before the sale is final and a Deed is prepared to convey the property to the successful bidder.



**Motion was made by Timothy Holdren, seconded by Beth Depew, to recognize and approve the sale of all five properties, less the sixth property which is located on Highway 19E (at the school bus garage). The same being the properties which were submitted to the Commission during November. ITEM # 18**

Discussion followed. Chairman Humphrey made reference to the November Commission meeting.

Commissioner Buford Peters stated that he believed the property located on Highway 19E, had been purchased through the Park and Recreation monies for use as a park and asked that this be determined prior to sale.

County Attorney, Joshua Hardin responded that he was not County Attorney during that process, and that the title work did not show how the funding for the purchase of the property was made.

Chairman Humphrey requested that County Clerk, Mary Gouge proceed with voting on Item # 18.

Votes for Item # 18 revealed as follows:

**18. Vote Results for: Item No. 18**

**Time of Vote: 10:28:57 AM**

**Type of Vote: 50% Needed to Pass**

**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**

**Willie Campbell voted: Y**

**Buford Peters voted: Y**

**Jerry Proffitt voted: Y**

**Nancy Brown voted: Y**

**Mike Hill voted: Y**

**Al Meehan voted: Y**

**Beth Depew voted: Y**

**Ronnie Trivett voted: Y**

**Charles VonCannon voted: Y**

**Isaiah Grindstaff voted: Y**

**L.C. Tester voted: Y**

**Danny Ward voted: Y**

**Ross Garland voted: Y**

**Bobbie Dietz voted: Y**

**Timothy Holdren voted: Y**

**Randall Jenkins voted: Y**

**John Lewis voted: Y**

**Larry Miller voted: Y**

**Sonja Culler voted: Y**

**Ray Lyons voted: Y**

**Scott Simerly was Absent**

**Robert Carroll voted: Y**

**Robert Gobble voted: Y**

**Cody McQueen voted: Y**

**Passed (23 Y - 0 N - 1 A - 1 Absent)**

**Number of Abstain Votes (if counted): 1**

**Education Committee** - Committee Chairman, Charles VonCannon, presented an update report. In his report, he voiced concerns with textbook changes as required by the state.

Dr. Kevin Ward stated that these state standards were still being determined concerning change.

**Health & Welfare Committee** - Committee Chairman, Timothy Holdren, spoke commending Ms. Hurst of the Elizabethton/Carter County Health Department in her "extraordinary" efforts in working with the department.

**Highway Committee** - Committee Chairman, Mike Hill, approached the podium and presented a brief report. He thanked the Commission for the approval of the Resolution passed today in memory of Dan Vance.

He also stated that changes in road names and additions are currently being researched for consideration.

**Landfill Committee** - Committee Chair, Bobbie Gouge-Dietz, reported that the Recycling Grant had been approved. Also reported was that the Elk Mills Convenience Center would be open pending wiring and plumbing completion which is to be provided by the TN Technical School.

A household hazardous waste event is scheduled for May 16, 2015 at the recycling center.

Mrs. Gouge-Dietz, Committee Chair, stated that the State currently has a recycling goal of 25%. She proudly noted that the recycling percentage for Carter County is 37% and thanked, Benny Lyons, Landfill Manager, for his efforts which was followed by applause.

Mrs. Gouge-Dietz invited everyone to tour the facility.

Discussion followed with questions concerning the opening date at the Elk Mills center. Mr. Lyons replied that it would be opened in approximately thirty to sixty days.

A question was asked concerning acceptable items during the hazardous waste event. Mr. Lyons replied that some of the items not accepted were paint and petroleum based items.

A brief report was also presented by Mr. Lyons concerning adjoining land for possible expansion. He stated that currently the landfill had approximately seven to eight years of use left, and that soil testing of land for use was very costly.

**Motion was made by Ronnie Trivett, seconded by Beth Depew, to enter into a five (5) minute recess.**

By majority voice vote, all ayes, **motion carried.**

Following the recess, Chairman Humphrey **called the meeting back to order.**

**Nominating Committee** - Committee Chairman, Ronnie Trivett, reported that the Parks and Recreation had not received applications from all districts needing representation. Therefore the meeting needed to be postponed until more applications are received.

**Rules and By-Laws Committee** - Committee Chairman, Isaiah Grindstaff, noted that a task force had been formed to assistance with preparing a written copy of all the Rules & By-Laws for commissioners. He welcomed any commissioner willing to help with this issue to participate.

**Law Enforcement** - No report.

Chairman Humphrey presented a follow-up report concerning a request made during the November Commission meeting about an Electronic Roll Call system and the workshop that was held. He stated that the system being used today, Roll CallPro, was the most basic from of that system.

Chairman Humphrey also reported, that he had researched systems and provided the Commission with a packet, being three documents, containing a price list. Prices, as stated by Chairman Humphrey, were: (Price List 1: RollCall Pro) \$11,550.00 for the basic system, \$15,700.00 for the advanced system, and \$20,200.00 for the premium system.

Business Information Systems (BIS), a local supplier in Piney Flats were also contacted by Chairman Humphrey. He stated that he asked for an estimate on a similar electronic system for a twenty-four member commission along with the Clerk. The estimate as submitted from BIS was \$29,090.00 Chairman Humphrey reported. The difference in the unit were, that instead of the very simple key pad being used today, there would be ipads for each Commissioner.

Chairman Humphrey stated that in speaking with Unicoi County, which is currently using the BIS system, reported to him that it was as "challenge."

Also reported by Chairman Humphrey was that he had one other proposal coming for a similar system, but not as simple as the one being used today.

Chairman Humphrey called for the Commission's desire on this system, being used today, or another system and opened the floor for discussion.

Discussion followed. Commissioner Deitz questioned how the system would be paid for. Chairman Humphrey replied that he had done quite a bit of work concerning this issue. He stated that he had looked at his budget and, with trending, if the commission would allow, would be able to pull up \$20,000.00 from three different line items, being the Building and Grounds budget to buy a system.

Chairman Humphrey stated that he would be willing to donate the \$20,000.00 to take care of the system. The other part of this, he also stated, would be the infrastructure components, being a laptop and a copier/printer.

In speaking with the Clerk and Master and the Chancellor, Chairman Humphrey noted, that this was an opportunity for the county to upgrade the Courtroom system, as far as technology.

Other components necessary, he reported, would be a one hundred and twenty inch (120") screen on the wall, a projector from above, all these systems working together would not only benefit the Commission but would benefit the Court system and attorneys as well.

Chairman Humphrey stated that the AOC Grant program will be researched to determine if any grant funding was available to purchase the other items which would benefit the Court system.

Chairman Humphrey stated that a copy of the current purchasing policy was also presented in the packet distributed today. It was noted that purchases over \$10,000.00 do require a bidding process.

**Motion** was made by Nancy Brown, seconded by Timothy Holdren, to proceed and to put out for bids as policy requires, for a electronic voting system. ITEM # 19

Discussion followed with Commissioner Ronnie Trivett questioning what package was being considered.

**Motion** was made by Ronnie Trivett, to admend the previous motion by adding, "that we go with the advanced package in this situation." No second was received.

A lengthy discussion followed discussing cost, maintenance cost, and how budgets would be effected.

**Motion to table the motion (concerning receiving bids) was made by Danny Ward, seconded by Willie Campbell. The motion to table was denied by Chairman Humphrey. He stated that this motion was out of order.**

A question on the motion was called for and Chairman Humphrey requested that the Clerk proceed on the vote (Item # 19).

**Chairman Humphrey restated that the motion, as presented was, to authorize this (electronic voting system) to go out for bids and report back at the next Commission meeting. ITEM # 19**

It was noted that a motion to table had been made. However, the **motion to table was not recognized** by Chairman Humphrey stating that this motion was out of order according to Robert's Rules of Order.

Commissioner Sonja Culler addressed Chairman Humphrey stating that she had a hand raised to speak and to please be recognized to do so. Chairman Humphrey stated that "yes," he did see her hand but that the discussion on this item had ended.

Chairman Humphrey call for County Clerk, Mary Gouge, to proceed with voting on Item # 19.

Votes for Item # 19 revealed as follows:

**19. Vote Results for: Item No. 19**

**Time of Vote: 11:22:13 AM**

**Type of Vote: 50% Needed to Pass**

**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**

**Willie Campbell voted: N**

**Buford Peters voted: N**

**Jerry Proffitt voted: Y**

**Nancy Brown voted: Y**

**Mike Hill voted: N**

**Al Meehan voted: A**

**Beth Depew voted: Y**

**Ronnie Trivett voted: Y**

**Charles VonCannon voted: Y**

**Isaiah Grindstaff voted: N**

**L.C. Tester voted: N**

**Danny Ward voted: N**

**Ross Garland voted: Y**

**Bobbie Dietz voted: N**

**Timothy Holdren voted: Y**

**Randall Jenkins voted: Y**

**John Lewis voted: Y**

**Larry Miller voted: Y**

**Sonja Culler voted: N**

**Ray Lyons voted: Y**

**Scott Simerly was Absent**

**Robert Carroll voted: Y**

**Robert Gobble voted: Y**

**Cody McQueen voted: Y**

**Passed (14 Y - 8 N - 2 A - 1 Absent)**

**Number of Abstain Votes (if counted): 2**

Following the vote being revealed, Chairman Humphrey stated that he would proceed with the bidding process.

**County Attorney's Report – Joshua Hardin** Items discussed included the following:

**Litigation** – Final order received concerning Tennessee Tavern, dismissed with prejudice. Claim filed in Chancery Court concerning former General Sessions Judge, John Walton, case dismissed with prejudice (cannot be brought again).

**Litter Code Violations** – Five cases set for hearings in February.

**New Lawsuit** – Suit filed in Federal Court by an Inmate, already dismissed. However, a case is proceeding with an individual that is a former Correctional Officer.

**Research** – Attorney Hardin stated that he would be happy to discuss items researched upon request.

**Land Acquisition** – This is still being worked on concerning access road to the Industrial Park.

**Excess County Property - Delinquent Property Tax Sale** – Sale date for delinquent properties for tax period of 2007, 2008, and 2009 is set for April 15, 2015.

**Resolutions** – Prepared and presented for consideration today.

**Commissioner Comments**

Ronnie Trivett spoke concerning the bids for the parking lot at the jail. It was noted that this bid had already been set to the paper. Bids would be presented back to the Commission for final consideration.

John Lewis spoke concerning the vote taken last meeting and voted down concerning the time of the Commission meetings. He stated that out of respect for Commissioners, that those who work during the daytime, meeting time should be set at night time in order for them to represent the people of their district.

Motion was made by John Lewis, seconded by Ronnie Trivett, **to recognize and adopt a Resolution that was brought and presented before the Commission during the November meeting, moving all Commission meetings to 6:00 PM, as opposed to the current alternating time schedule. Item # 20**

Discussion followed concerning the cost of night meetings.

Commission Al Meehan questioned and voiced concerns on this issue not being on today's agenda, and if it was in order to bring up under Commissioner Comments.

Chairman Humphrey replied that at any point in time a Commissioner could bring up any item for discussion. He also noted that a copy of the Resolution being discussed was not a new issue as it was in the November Commission packet, and the motion and vote would be to adopt the Resolution that was submitted in November.

Commissioner Meehan question the legality of the Resolution as it was "not in front of us today to review that."

County Attorney Joshua Hardin, stated that in his opinion, that the Resolution was presented and voted down. "We could certainly re-present that Resolution at a different meeting but, I don't think this is the proper way to do it." Attorney Hardin stated, "I think that we would have to bring back a new Resolution to be put in the packets to be voted on again. I don't think that it is something we can do a motion on, re-vote on a Resolution that has been voted down."

Attorney Hardin stated that if instructed to construct a new Resolution and bring it back, "I will, but I don't think that this is the proper way to handle that."

Commissioner Danny Ward stated that upon listening to the advise of the County Attorney, Joshua Hardin, that the commission needed to consider his advice.

**Motion** was made by Danny Ward, to **strike the previous motion (concerning the Resolution changing the time of all County Commission meetings to 6:00 PM).**

Chairman Humphrey stated that a motion had already been made and a vote needed to be taken on that motion. Therefore, the motion made by Danny Ward (to strike the motion) failed to receive a second.

Chairman Humphrey asked Commissioner John Lewis, that upon advise from the County Attorney, if he would **amend his motion to have the County Attorney to amend the Resolution that was submitted in November, changing the dates and bring it back in February for further consideration. ITEM # 20**

Commissioner Lewis responded, yes. Commissioner Trivett voiced that he was in agreement with the amendment as well.

Following a lengthy discussion, Chairman Humphrey restated the motion and instructed, County Clerk, Mary Gouge to proceed with the vote. Item # 20.

**Votes for Item #20 revealed as follows:**

**20. Vote Results for: Item No. 20**

**Time of Vote: 11:36:54 AM**

**Type of Vote: 50% Needed to Pass**

**Note: Abstain Votes are NOT counted.**

**Leon Humphrey does not vote**

**Willie Campbell voted: N**

**Buford Peters voted: Y**

**Jerry Proffitt voted: Y**

**Nancy Brown voted: Y**

**Mike Hill voted: Y**

**Al Meehan voted: N**

**Beth Depew voted: Y**

**Ronnie Trivett voted: Y**

**Charles VonCannon voted: Y**

**Isaiah Grindstaff voted: Y**

**L.C. Tester voted: Y**

**Danny Ward voted: Y**

**Ross Garland voted: N**

**Bobbie Dietz voted: N**

**Timothy Holdren voted: Y**

**Randall Jenkins voted: N**

**John Lewis voted: Y**

**Larry Miller voted: Y**

**Sonja Culler voted: N**

**Ray Lyons voted: Y**

**Scott Simerly was Absent**

**Robert Carroll voted: Y**

**Robert Gobble voted: Y**

**Cody McQueen voted: Y**

**Passed (17 Y - 6 N - 1 A - 1 Absent)**

**Number of Abstain Votes (if counted): 1**

Chairman Humphrey asked if there were any other additional Commissioner Comments.

Commissioner Danny Ward voiced concerns about motions that were tabled and their process.

Chairman Humphrey stated that the motion to table could not be used to delay action on a matter. He asked if there were any other matters to be brought for discussion. There were none.

**Motion to adjourn** was made by Ronnie Trivett, seconded by Robert Gobble. By majority voice vote, all ayes, **motion carried** and meeting adjourned at 11:35 AM.